



**Brunswick-Glynn County
Joint Water and Sewer Commission
700 Gloucester Street
Third Floor Conference Room
Wednesday, March 12, 2008 at 3:00 p.m.**

SPECIAL CALLED MEETING

AGENDA

Water & Sewer Service Agreement – LPC – WEDA – BRUNSWICK, LLC

Executive Session

All citizens are invited to attend. There is a possibility of a quorum of City or County Commissioners being present.



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Wednesday, March 12, 2008 at 3:00 p.m.**

SPECIAL CALLED MEETING

MINUTES

PRESENT: Tony Sammons, Chairman
Mark Spaulding, City Commissioner
James Brooks, City Commissioner
Uli Keller, County Commissioner
Tony Thaw, County Commissioner

STAFF PRESENT: Keith Morgan, JWSC Director
Desiree Watson, JWSC Attorney
Barbara Rogers, JWSC

Chairman Sammons called the meeting to order.

Water & Sewer Service Agreement – LPC – WEDA – BRUNSWICK, LLC

Chairman Sammons brought the Commissioners up to date on the negotiations with Lincoln Properties. He stated that the draft agreement was in their packet for their review. He opened the floor up to discussion from the other Commissioners. Commissioner Spaulding expressed concern over the agreement to supply service; normally this is on a first come first served basis.

Attorney Jim Bishop addressed the Commission on behalf of Lincoln Properties. Mr. Bishop stated that Lincoln Properties will be making an investment of approximately \$30 million dollars.

Mrs. Desiree Watson stated that the basic difference between the original letter provided by the JWSC and this agreement is that the letter was based on availability of service and the agreement is based on service demand with a time line.

Commissioner Spaulding stated that this agreement was venturing away from the existing City and County historical agreements. Keith Morgan stated that this agreement is not in line with Glynn County's or City's past policies and practices.

Commissioner Keller voiced his concern over the language in #5 addressing interim service provisions. Should the JWSC not be able to meet the requirements of the developer, the developer may undertake reasonable measures to provide for interim water and/or sewer service. JWSC may be responsible for reimbursement to the developer for the actual costs for the interim plan within one year after submittal. Commissioner Keller stated that at this time the JWSC may be unable to comply with this provision.

Commissioner Thaw made a motion that was seconded by Commissioner Brooks to approve the agreement subject to a change in item #5 to 24 months and subject to the approval of the Executive Director of Exhibits B1 and B2. Motion carried 5-0.

EXECUTIVE SESSION

The JWSC members did not have any items to discuss in an Executive Session.

Following a discussion concerning the next JWSC Agenda and there being no further business, Commissioner Sammons adjourned the meeting.

Chairman, Tony Sammons

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